by the Federal Employers' Liability Act. *New York Central R. R. v. Porter* (March 3, 1919) U. S. Sup. Ct. Oct. Term, 1918, No. 134.

The decision is another illustration of the difficulty of determining whether an act of an employee falls within interstate commerce. See *Flynn v. New York, S. & W. R. Co.* (1917, N. J. Sup. Ct.) 101 Atl. 1034. The test sought to be applied to each case is whether the employee at the time of the injury was engaged in interstate transportation or work so closely related to it as to be practically part of it. *Shanks v. Delaware, L. & W. R. R.* (1916) 239 U. S. 556, 36 Sup. Ct. 188. If the court decides he was, there can be no recovery under the state Workmen's Compensation Acts. *New York Central R. R. v. Winfield* (1917) 244 U. S. 147, 37 Sup. Ct. 546. See (1917) 27 YALE LAW JOURNAL, 135; (1916) 25 *ibid.* 497.

INDICTMENT—GRAND JURY—PUBLIC EXAMINATION OF WITNESSES.—The defendant filed a plea in abatement to an indictment charging him with receiving a stolen automobile, but was tried and convicted. The facts, stated in the plea and admitted by the commonwealth, were that while the cause was being heard by the grand jury one or more persons, witnesses in the case, were in the grand jury room while other witnesses were testifying. *Held,* that the plea in abatement was sufficient. *Comonwealth v. Harris* (1919, Mass.) 121 N. E. 409.

The court decided that the wrong complained of was the violation of a substantial right guaranteed by the Bill of Rights which made an indictment or presentment of a grand jury essential to the validity of a conviction in cases of prosecution for felonies; that an "indictment" must be found in pursuance of methods of grand juries established in England and Massachusetts, the oath of which is still to keep secret "the commonwealth's counsel, your fellow's, and your own." For a criticism of the grand jury system, see (1906) 15 YALE LAW JOURNAL, 178.

INSURANCE—FORM OF POLICY—NONCOMPLIANCE WITH STATUTE—EFFECT OF APPROVAL BY COMMISSIONER.—A statute providing for a standard accident and health insurance policy, required that any portion of a policy which purported "by reason of circumstances under which a loss is incurred, to reduce the indemnity . . . shall be printed in bold faced type and with greater prominence than any other portion of the text of the policy." The defendant issued to the plaintiff such a policy with the clause not printed in bold faced type. The insurance commissioner approved the form of the policy in question but warned the defendant of the above statute. The plaintiff was injured under circumstances covered by this clause which the defendant set up as a defense against payment of the whole amount of the policy. *Held,* that under the act the clause was no defense. *Williams v. Travelers' Ins. Co.* (1918, Wis.) 169 N. W. 609.

This decision seems sound, in view of the fact that the statute is unambiguous. The court applied the general doctrine that contemporaneous or executive construction of a statute is of no weight with the court when the terms and meaning of the statute are clear. See 36 *Cyc.* 1139, note 57; and 1142, note 73. This statute is an example of the ever growing legislation relative to insurance and the standardization of policies other than those covering death and fire. *Cf.* (1918) 28 YALE LAW JOURNAL, 193.

LIFE INSURANCE—ASSIGNMENT—CHANGE OF BENEFICIARY.—One Anderson took out two policies of life insurance with his wife as beneficiary. Both contained clauses setting out the formalities for changing the beneficiary and assigning the policies. Anderson assigned the said policies to the defendant as security for a loan. After his death the plaintiff, who was still named as